

## **ACCOUNT OPENING FORM**



Securities Limited

**SMART INVESTMENT**



## PEARL SECURITIES LIMITED ACCOUNT OPENING FORM

Note 1: Each and every column must be filled in block letters.

Note 2: Columns which are not applicable should be marked "NA" and also initialed.

Note 3: Each page of this form should be duly signed by the Account Holder (s) and the Broker.

Note 4: We advise all customers to thoroughly read the terms and conditions / agreement carefully.

Note 5: Make all cheques payable to "PEARL SECURITIES LIMITED".

Note 6: Include required documents mentioned in the form.

### BASIC INFORMATION

Nature of Account:		For Office use only:	
Single: <input type="checkbox"/>	Joint: <input type="checkbox"/>	Account No. _____	
Company: <input type="checkbox"/>	Firm: <input type="checkbox"/>	CDC Sub-Account No. _____	

  

Account Holder		Joint Account Holder	
Account Title / Name: _____		Account Title / Name: _____	
Mother's Maiden Name: _____		Mother's Maiden Name: _____	
Address (Office): _____		Address (Office): _____	
Phone No. (Office): _____ Fax No.: _____		Phone No. (Office): _____ Fax No.: _____	
Address (Residence) _____		Address (Residence) _____	
Phone No.: _____ Cell No.: _____		Phone No.: _____ Cell No.: _____	
E-mail Add.: _____		E-mail Add.: _____	
Permanent/Registered Address: _____		Permanent/Registered Address: _____	
Phone No, Res: _____		Phone No, Res: _____	

### FOR INDIVIDUALS ONLY

Date of Birth: _____ (DD/MM/YYYY)	Date of Birth: _____ (DD/MM/YYYY)
Nationality: _____	Nationality: _____
Gender: Male <input type="checkbox"/> Female <input type="checkbox"/>	Gender: Male <input type="checkbox"/> Female <input type="checkbox"/>
CNIC / Passport No.: _____	CNIC / Passport No.: _____
Occupation: _____	Occupation: _____
Father's / Husband's Name: _____	Father's / Husband's Name: _____
NTN (Optional): _____	NTN (Optional): _____

  

<b>Residential Status :</b>	Resident Pakistani <input type="checkbox"/>	Non-resident Pakistani (R) <input type="checkbox"/>	Non-resident (NR) <input type="checkbox"/>
Foreigner Resident (R) <input type="checkbox"/>	Foreigner Pakistani <input type="checkbox"/>	Foreigner Non-resident (R) <input type="checkbox"/>	Foreigners-resident (NR) <input type="checkbox"/>
(Where R = Repatriable & NR = Non Repatriable)			
<b>DIVIDEND MANDATE :</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO	<b>ZAKAT STATUS :</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO
In case of YES, please provide the following information:		[ Please provide a copy of Affidavit in case of NO ]	
Title of Account: _____	Name of Bank: _____	Account No: _____	
Branch: _____	City Name: _____		

Account Holder

Joint Account Holder

Broker



# Pearl Securities Limited

## FOR COMPANIES OR FIRMS ONLY

Company Registration No. \_\_\_\_\_

Board Resolution dated: \_\_\_\_\_ attached as Annex "A" (Kindly enclose copy)

NTN (Optional) : \_\_\_\_\_

### Declaration of Solvency :

The Company (i.e. the account holder) hereby declares that:

- a) It has not applied to be adjudicated as an insolvent and that it has not suspended payment and that it has not defaulted with its creditors.  
 b) It is not an undischarged insolvent.  
 c) It has not been declared defaulter in repayment of (bonds) of banks / financial or other institutions.

### Share Holders's Category:

- ☐ Charitable Trust ☐ Corporate Societies ☐ Financial Institution ☐ Insurance Company ☐ Investment Co.  
☐ Joint Stock Co. ☐ Leasing Co. ☐ Moderates ☐ Mordaraba Management Company

Other (please specify) : \_\_\_\_\_

- Residential Status : ☐ Resident Pakistani ☐ Non-resident Pakistani (R) ☐ Non-resident (NR)  
☐ Foreigner Resident (R) ☐ Foreigner Pakistani ☐ Foreigner Non-resident (R) ☐ Foreigner-resident (NR)

(Where R = Repatriate & NR = Non Repatriate)

DEPEND MANDATE : ☐ YES ☐ NO

In case of YES, please provide the following information:

Bank : \_\_\_\_\_ City Name : \_\_\_\_\_

Account No : \_\_\_\_\_ Branch : \_\_\_\_\_

If the company already has a CDC Investor Account then please provide CDC Account No. with full details: \_\_\_\_\_

Please provide remarks if the number is not given: \_\_\_\_\_

Details of contact person :

Name : \_\_\_\_\_ Designation : \_\_\_\_\_

Address : \_\_\_\_\_ Phone/ Fax : \_\_\_\_\_

### NAME OF AUTHORIZED PERSONS TO OPERATE THE ACCOUNT

The Account shall be operated by the following:

NAMES	DESIGNATION	SINGLY / JOINTLY	SPECIMEN SIGNATURE	OTHER INSTRUCTIONS
(a) _____	_____	_____	_____	_____
(b) _____	_____	_____	_____	_____
(c) _____	_____	_____	_____	_____
(d) _____	_____	_____	_____	_____
(e) _____	_____	_____	_____	_____

The authority of the person(s) authorized to operate the account will be clearly spelled out in the letter of authorization from the Account Holders.

### MARGIN DEPOSIT

The account holder(s) hereby undertakes to deposit and maintain a 30% minimum margin of against his/her/their outstanding trades exposures for the purpose of trading in his/her/their account. The Account Holder(s) shall be responsible to ensure that the margin shall be either in cash or in securities approved by the broker for the purpose of margin deposit, which are in a state and form whereby they can be marked, delivered and transferred. The Account Holder(s) undertake(s) to comply with the directions of the broker for regularization of any defect, mistake or any matter in respect of the securities deposited as Margin. The Broker shall be notify the Account Holder(s) about any change in the above Margin requirements for the already executed trades for future trades at least 3 (three) days prior to the implementation of the revised margin requirements. This is without prejudice to the Broker's right to call additional cash or securities as margin within one business day and to liquidate the Account holder(s) outstanding positions as mentioned in clauses 6 and 8 of the special terms and Conditions appeared here in below.

Account Holder

Joint Account Holder

Broker



Pearl Securities Limited

#### ACCOUNT(S) WITH OTHER BROKER(S) ( Optional )

Name of the Broker(s) \_\_\_\_\_ Client ID, A/C \_\_\_\_\_ Member Exchange ☐ KHI ☐ LHR ☐ ISLO

Name of the Broker(s) \_\_\_\_\_ Client ID, A/C \_\_\_\_\_ Member Exchange ☐ KHI ☐ LHR ☐ ISLO

#### ACCOUNT WITH BANK ( Optional )

Name of the Bank : \_\_\_\_\_ Savings / Current Account Number \_\_\_\_\_

Branch Address : \_\_\_\_\_

#### NOMINATION

In the event of death of the Account Holder(s), the Nominee shall be entitled to receive securities / cash available in the account of the Account Holder after set off against losses and liabilities in the account. In case of a joint Account, the survivor shall be entitled to receive securities / cash available in the Account of the account holders, after set off adjustments against losses and liabilities in the Account.

Name of Nominee : \_\_\_\_\_ Father's / Husband's Name : \_\_\_\_\_

CNIC / Passport No. ( In case of foreign National ) \_\_\_\_\_ Date of Birth : \_\_\_\_\_ Place of Birth : \_\_\_\_\_

Postal Address : \_\_\_\_\_ Telephone : \_\_\_\_\_

Email : \_\_\_\_\_ Relationship : \_\_\_\_\_

I/we certify that the above noted information is correct and sign in acceptance of the above: \_\_\_\_\_

#### Signature of Account Holder:

1. Name : \_\_\_\_\_ Signature : \_\_\_\_\_ Dated : \_\_\_\_\_

2. Name : \_\_\_\_\_ Signature : \_\_\_\_\_ Dated : \_\_\_\_\_ ( In case of joint Account )

#### Witness 1 :

Name : \_\_\_\_\_

Signature : \_\_\_\_\_

CNIC # : \_\_\_\_\_

#### Witness 2 :

Name : \_\_\_\_\_

Signature : \_\_\_\_\_

CNIC # : \_\_\_\_\_

For and on behalf of Broker: \_\_\_\_\_

Name and Designation : \_\_\_\_\_ Date : \_\_\_\_\_

#### FOR OFFICIAL USE ONLY

Dealer Name : \_\_\_\_\_ Signature : \_\_\_\_\_ Date : \_\_\_\_\_ Dealer Code : \_\_\_\_\_ Client Code : \_\_\_\_\_

Authorized Person : \_\_\_\_\_ Authorized Signature : \_\_\_\_\_ Date : \_\_\_\_\_ Entered by : \_\_\_\_\_ Date : \_\_\_\_\_

#### Enclosures - for Individuals

1. Attested copies of CNIC / Passport of the Account Holder and the Nominee.
2. Attested copies of CNIC / Passport of the Joint Account Holder(s) (if any).
3. Attested copies of passport(s) of the Account Holder(s), Joint Account Holder(s) (if any) or Nominee(s) (in case of non-residents).
4. Copy of the letter of authorization from the Account Holder(s) of the person authorized to trade in the Account.
5. A list of Transaction fee, Commission to be charged by the Broker and other CDC charges to be levied.

#### Enclosures - for Companies

1. Attested copies of Memorandum and Articles of Association and Certificate of Incorporation.
2. Board of Directors Resolution (as per specimen attached).
3. Attested copies of CNIC of the Authorized Person(s) to operate the account.
4. List of signatories authorized to operate the account.



Account Holder



Joint Account Holder



Broker



#### PSL MARGIN DISCLOSURE STATEMENT

PSL is furnishing this document to the Account Holder(s) to provide some facts about purchasing Securities on margin, and to alert the Account Holder(s) as to the risks involved with trading of Securities in a margin account. Before trading of Securities in a margin account, Account Holder(s) should carefully review the margin clause in the Special Terms and Conditions for Online Trading enunciated in the Account Opening Form. The Account Holder(s) should obtain clarification from PSL Online regarding any questions or concerns he / she / they / it may have with the margin account.

It is important that the Account Holder(s) understand(s) fully the risks involved in trading of Securities on margin. These risks include the following:

The Account Holder(s) can lose more funds than invested in the Account:

A decline in the value of Securities that are purchased on margin may require Account Holder(s) to provide additional funds to the Broker to avoid forced sale of those Securities or other Securities or asset(s) held by the Account Holder(s).

PSL can force the sale of Securities or other asset(s) held by the Account Holder(s).

If the equity value held by the Account Holder(s) falls below the maintenance margin requirements, PSL, after the margin call notice period, can sell the Securities or other assets in the account to cover the margin deficiency. The Account Holder(s) will be responsible for any shortfall in the account after such sale.

Account Holder(s) are not entitled to choose which Securities or other assets in the account are liquidated or sold first to meet margin requirements.

Because the Securities are collateral for margin trading the Broker has the right to decide which Security(ies) to sell in order to protect its interests and to meet margin requirements.

PSL can amend its "in-house" maintenance margin requirements at any time and is required to provide the Account Holder(s) three days advance written notice.

These changes in Broker's policy often take place immediately and may result in the issuance of a maintenance margin call. The Account Holder(s) failure to satisfy the call may cause PSL to liquidate or sell Securities in his/her/their/its account.

The Account Holder(s) are not entitled to an extension of time on a margin call.

While an extension of time to meet margin requirements may be available to Account Holders under certain conditions, the Account Holder(s) does/ do not have a right to the extension.

#### Agreed and accepted:

Title of Account Holder: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title of Joint Account Holder: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

For PSL

Signature of Authorized Signatory: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_ Date \_\_\_\_\_

Witness 1: \_\_\_\_\_

Name: \_\_\_\_\_

CNIC No: \_\_\_\_\_

Signature: \_\_\_\_\_

Witness 2: \_\_\_\_\_

Name: \_\_\_\_\_

CNIC No: \_\_\_\_\_

Signature: \_\_\_\_\_



Account Holder



Joint Account Holder



Broker



## CLIENT RELATIONSHIP FORM

### KYC-CHECKLIST

#### YOUR PERSONAL INFORMATION ( to be filled by the client )

Name : \_\_\_\_\_

Father's / Husband's Name : \_\_\_\_\_ Mother's Maiden Name : \_\_\_\_\_

Date of Birth : \_\_\_\_\_ Place of Birth : \_\_\_\_\_ Nationality : \_\_\_\_\_

New NIC No. \_\_\_\_\_ Old NIC No. \_\_\_\_\_ Passport No. \_\_\_\_\_

Permanent Address : \_\_\_\_\_

Your Current Residence is : ☐ Owned ☐ Rented ☐ Mortgaged ☐ Parents ☐ Company Provided

Type of Accommodation : ☐ House ☐ Apartment ☐ Portion ☐ Other \_\_\_\_\_

Residing Since : \_\_\_\_\_ Tel (Res) : \_\_\_\_\_ Email : \_\_\_\_\_

Gender : ☐ Male ☐ Female Marital Status : ☐ Single ☐ Married No. of Dependents : \_\_\_\_\_

Qualification : ☐ Matric / O Levels ☐ Inter / A Levels ☐ Bachelors ☐ Masters & Above

Source of Funds Invested in stock Market : ☐ Loaned / Borrowed ☐ Own Investment

☐ Collective Investment ☐ Inherited ☐ Savings

#### YOUR OCCUPATIONAL DETAILS ( to be filled by the client )

Name of Company : \_\_\_\_\_ Designation : \_\_\_\_\_

Tel : \_\_\_\_\_ Fax : \_\_\_\_\_ Cell : \_\_\_\_\_ Email (office) : \_\_\_\_\_

Nature of Occupation : ☐ Salaried ☐ Businessman ☐ Self Employed Professional

Nature of Business (please specify) : \_\_\_\_\_

Business / Employment tenure : \_\_\_\_\_ Years : \_\_\_\_\_ Months : \_\_\_\_\_

Your Monthly Income: Gross Income (Rs.) \_\_\_\_\_ Net Income (Rs.) \_\_\_\_\_ Other Income (Rs.) \_\_\_\_\_

#### YOUR REFERENCE

Name : \_\_\_\_\_ Relationship : \_\_\_\_\_ New NIC No. \_\_\_\_\_

Address Residence : \_\_\_\_\_

Tel (Res) : \_\_\_\_\_ Tel (Office) : \_\_\_\_\_ Cell No : \_\_\_\_\_

#### CONTACT DETAILS

- |                                       |  |  |
|---------------------------------------|--|--|
| <input type="checkbox"/> Land Line No | <input type="checkbox"/> CNIC No       | <input type="checkbox"/> Cell Number                   |
| <input type="checkbox"/> Address Res  | <input type="checkbox"/> Address Off   | <input type="checkbox"/> Passport in case of foreigner |
| <input type="checkbox"/> Nationality  | <input type="checkbox"/> Email Address | <input type="checkbox"/> Obtain Business Card          |

#### REMARKS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Customer Signature



Joint Account Holder



Reviewed By





# Pearl Securities Limited

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I/We (1) \_\_\_\_\_, resident of \_\_\_\_\_, carrying on business at \_\_\_\_\_ and (2) \_\_\_\_\_, resident of \_\_\_\_\_, hereby jointly and singly constitute, order and appoint PSL, a Company incorporated in Pakistan and having its Registered Office at Room 204, 2nd Floor, Business & Finance Centre Opp State Bank, 11, Chundrigar Road, Karachi, (herein after referred to as "the attorney") as my/our true and lawful attorney in my/our name(s) and on my/our behalf in relation to all securities subscribed, purchased, sold, owned or held by me/us or intended to be purchased or sold or held by me/us and the term "Securities" shall include all securities as defined under the securities and exchange ordinance, 1969, including shares of listed public companies, Mudaraba Certificates, Term Finance Certificates (TFCs), bearer and registered Bonds, including Federal Investment Bonds, Foreign Currency Bonds, etc., Certificates of Investment, Mutual Fund Certificates, Units issued by NFI and Assets Management Companies, Certificates issued by Closed-ends Funds, Treasury Bills and all other kinds of securities and instruments, both debt based as well as equity based, issued by companies, corporation, autonomous and semi autonomous bodies, Federal, Provincial and Local Governments and statutory bodies, which are traded on or purchased or sold in the stock Exchange (the exchange) and in particular, the book entry securities, as defined under the central Depositories Act, 1997.

The Attorney shall have the power to do all or any of the following acts, things and deeds:

1. To receive and hold securities in safe custody in the custodial services account with the attorney, in my/our sub-account and/or Attorney's group account, Main Account or House Account with central depository company of Pakistan Limited (CDC) and/or otherwise held in any manner and at any place all securities that are subscribed, acquired, owned or purchased by me/us or are intended to be received by or delivered to the Attorney, pursuant to any purchase orders placed by me/us or contracts executed by the Attorney on account of me/us;
2. To sell, deliver or effect deliveries of the securities, sold by me/us or my/our account, through the Attorney to through other members of the Stock Exchange(s) to the counter-members of the Stock Exchanges or counter-parties and to fulfill all requisite formalities of the CDC Act, and Central Depository Company of Pakistan Limited Regulations (CDC Regulations) and the rules and regulations of Karachi Stock Exchange (Guarantee) Limited, Lahore Stock Exchange (Guarantee) Limited, Islamabad Stock Exchange (Guarantee) Limited, as well as other pertinent offshore Stock Exchange (collectively "the Exchanges");
3. To transfer the securities in my/our name(s) or in my/our Account with the CDC as well as in the books of issuers where the securities are physical securities and to sign all requisite forms, applications, transfer deeds, and other instruments and or forms and to fulfill all requisite procedures and formalities;
4. To accept, receive and realize dividends and profits payable on my/our securities on my/our account, to deposit the dividend warrants in my/our bank account(s) and to fulfill all procedures and formalities of my/our bankers;
5. To receive and transmit to me/us on notices of shareholders meetings Dividend notices and any other related information;
6. To sign in my/our name(s) and my/our behalf, as transferees all transfer deeds, documents, agreements or other instruments necessary for the transfer and/or registration in my/our name in the books of issuers and/or to the CDC any securities that may be subscribed, purchased, or acquired by me/us, on my/our behalf from time to time and to complete all procedures and formalities for the registration in my/our name(s);
7. To receive and realize on my/our behalf all benefits in respect of right issues or bonus shares/securities, to sign letters of rights, to renounce letters of rights, to make payments for the right issues on my/our account and to fulfill all requisite formalities for availing the benefits of the right issues or bonus issues in respect of any securities held by me/us;
8. To move my/our securities to the Attorney's Main Account and/or to pledge my/our securities in favor of any Eligible Pledges and in particular, the Exchange(s), for the purposes of meeting my/our margin exposure commitments against my/our exposures on trading in accordance with Section 12 of CDC Act and the CDC Regulations, as may be amended and/or substituted from time to time;
9. To move/handle my/our securities from my/our Sub-Account and/or from the Attorney's Group Account from time to time, including for settlement purposes with an unfettered right and power to dispose them of at any time without any notice to me/us to apply the net proceeds thereof as well as against my/our losses and exposures;
10. To sign in my/our name(s) and on my/our behalf withdrawal request form and other material necessary for issuance of definitive share certificates in respect of the Book-Entry Securities with drawn from CDC;

AND TO GENERALLY to do all incidental or ancillary acts, things and deeds in connection with the safekeeping, safe-custody, protection, sale, purchase and/or transfer of securities, acquired, held or sold by me/us without assuming and liability for any losses or damages whatsoever. The Attorney may act through one or more of its directors or officers for the time being in office, authorized by the Board of Directors of the Attorney Company and I shall not question the validity of such authorization.

I/We hereby undertake to ratify all acts, things and deeds done by the Attorney and/or by any of its directors or officers authorized in this behalf, which shall constitute as the acts, things and deed done by me/us personally.

This instrument shall remain valid and in full force and effect unless revoked by me/us by a written notice served upon the secretary of the Attorney Company and a written and manually signed acknowledgment is obtained by me/us.

IN WITNESS WHERE OF THIS INSTRUMENT HAS BEEN EXECUTED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

Witnesses

EXECUTANT(s) ( Account Holder(s) )

Name : \_\_\_\_\_

1 :

Signature : \_\_\_\_\_

\_\_\_\_\_  
Signature of Account Holder

CNIC No. \_\_\_\_\_

CNIC No. \_\_\_\_\_

Name : \_\_\_\_\_

2 :

Signature : \_\_\_\_\_

\_\_\_\_\_  
Signature of Account Holder

CNIC No. \_\_\_\_\_

CNIC No. \_\_\_\_\_

Signature of Account Holder



## SPECIAL TERMS AND CONDITIONS

The terms and conditions set herein below shall be equally binding on the Broker and the Account Holder(s).

1. All transactions of Securities between the parties shall be subject to the Articles, Rules and Regulations of the Exchange, revised policies, Board Directions and new regulations to be framed in pursuance of Section 34 of the Securities & Exchange Ordinance, 1969. Moreover, all applicable provisions of the Securities & Exchange Ordinance, 1969 read with the Securities & Exchange Commission of Pakistan Act, 1997, Brokers and Agents Regulation Rules, 2001, Securities and Exchange Rules, 1971 and all directions/directives passed from time to time to regulate the trade between the parties and to regulate Brokers conduct and the Central Depositories Act, 1997, rules framed there under and the National Clearing and Settlement System Regulations and any other law for the time being in force. The Broker shall ensure provision of copies of all the above Laws, Rules and Regulations at his office for access to the Account Holder(s) during working hours.

2. In case any dispute in connection with the trade or transaction between the Broker and the Account Holder is not settled amicably either party may refer the same to arbitration in accordance with the provisions of General Regulations of the Exchange, which shall be binding on both the parties. The Account Holder hereby agrees that he would have no objection if his name and other relevant particulars are placed on Exchange's database accessible by members of the Exchange if he fails or refuses to abide by or carryout any arbitration award passed against him in his dispute with the Broker.

3. The amount deposited as security margin by the Account Holder(s) with the Broker shall only be used for the purposes of dealing in securities, such as trading and/or settlement of deliveries of securities on behalf of the Account Holder(s). The Broker shall not use such amount for his own use.

4. The credit amount of the Account Holder(s) shall be kept by the broker in a separate bank account titled "Account Holder - Client Account" and shall not be used by the broker for his own business.

5. The Broker shall be authorized to act on the verbal instructions of the Account Holder(s). The Broker shall provide a written confirmation of the executed transactions as required under rule 4(k) of the Securities & Exchange Rules, 1971, and all such transactions recorded by the Broker in his books shall constitute and bind upon the Account Holder(s), which shall not be questioned by him/her/them, subject to clause 2 below.

### OR

6. The Account Holder(s) shall give written instructions for the sale/purchase of securities to the Broker. The Account Holder(s) shall not give any verbal instructions. The Broker shall provide a written confirmation of the executed transactions as required under rule 4(k) of the Securities & Exchange Rules, 1971, and all such transactions recorded by the Broker in his books shall constitute and bind upon the Account Holder(s), which shall not be questioned by him/her/them, subject to clause 2 below.

7. The Broker shall provide the confirmation of the executed transactions to the Account Holder(s) at the above stated address by means of acceptable mode of communication or by hand subject to acknowledgment receipt as noted in clause 17.

8. In case there is any error in the daily confirmation statement, the Account Holder(s) shall report the same to the Broker within one business day of the receipt of confirmation. In case the Account Holder(s) do not respond within one business day of the receipt of the said daily confirmation statement, the confirmation statement shall be deemed conclusively accepted by the Account Holder(s).

9. In the event that the Account Holder(s) fail(s) to deposit additional cash or Securities as margin within one business day of the margin call, the Broker shall have absolute discretion to and, without any further notice to Account Holder(s), liquidate the Account Holder(s) outstanding positions, including the securities purchased and carried in such Account, so that the margin is maintained at the required level, or the losses suffered by the Broker, can be recovered.

10. The Broker shall be responsible to ensure delivery of CDC eligible securities in the CDC account of the Account Holder(s), subject to full payment by the Account Holder(s). In case of companies which are not on the CDC, the Broker shall ensure delivery of physical shares along with verified transfer deeds against payments, to the Account Holder(s). Further, the Broker shall be responsible for the payment of any credit cash balance available in the Account of the Account Holder(s) in form of A/c Payable cross cheque or/within one business day of the request of the Account Holder(s) (subject to the maintenance of the margin requirements).

11. The Broker shall encourage the Account Holder(s) to make payments to the Broker by "A/c Payable Only" cross cheque (in case of amounts in excess of Rs. 50,000/-) and "A/c Payable Only" cheque or cash (for amounts below Rs. 50,000/-). The Broker shall be responsible to provide the receipt to the Account Holder(s) in the form of the Account Holder(s) duly signed by authorized agent/employees of the Broker and the Account Holder(s) shall be responsible to retain the receipt. In case of cash dealings, proper receipt will be taken and given to the Account Holder(s), specifically mentioning if payment is for margin or the purchase of securities. The Broker shall immediately deposit in its bank account all cash received in a/c payable (i.e. no payments shall be made from the cash received from clients).

12. The Members shall make all the payments of Rs. 25,000/- and above, through crossed cheque / bank draft / cash (in case of amounts below Rs. 25,000/-) and shall ensure that amount from their business bank account. Copies of these payment instruments including cheque, pay orders, demand drafts and online instructions shall be kept in record for a minimum period of five years.

13. The Account Holder(s) shall have a right to obtain a copy of his/her/their ledger statement under official seal and signature of the Broker or his authorized representative on a periodic basis and otherwise as and when required by the Account Holder(s) at a reasonable cost to the Account Holder(s). In case of any discrepancy in the ledger statement, the Account Holder(s) shall inform the Broker within 1 (one) day of receipt of the ledger statement to remove such discrepancy.

14. The Account Holder(s) shall operate the account and execute transactions himself/themselves/through the Account Holder(s) authorize Mr./Ms. \_\_\_\_\_ CNO, No. \_\_\_\_\_ Authorized Person(s) to transact in the account in which event the transactions shall be executed by the Authorized Person on behalf of the Account Holder(s). All transactions executed by the Authorized Person shall be binding upon the Account Holder(s).

### 12. For Joint Account Holder(s) only:

We, the Account Holder(s) shall operate the account jointly or severally and the instructions issued either jointly or severally shall be binding on us as well as upon the Broker in respect of the joint held account.

Our said account shall be operated jointly or \_\_\_\_\_ who shall be deemed as the Authorized Person for operating the joint account or issuing any instructions relating thereto.

15. The Broker shall be responsible to append a list of his authorized agents/traders and designated employees, who can deal with the Account Holder(s), with this Account Opening Form and a copy of both the opening form and the list will be provided to the Account Holder(s). Any change therein shall be intimated in writing to the Account Holder(s) with immediate effect.

16. The Broker shall debit the account of the Account Holder(s) for the commission charges or any other charges in connection with the brokerage services rendered, which shall be clearly detailed in the ledger statement/daily confirmations. The Account Holder(s) either verbally or via email, in accordance with prescribed rates stipulated by the relevant Exchange or at such rates as the Broker may decide within the limits stipulated by the relevant Exchange. Besides, the Broker may also be authorized to collect any fees, charges, taxes, rates, duties, including central excise duties, sales tax/ST tax on each transaction as may be levied by the Federal, Provincial or Local Government(s), the Commission, the Exchanges and/or the CDC, in case any withholding tax is applicable on payments to be made to the Account Holder(s), the same shall be withheld in accordance with the pertinent laws, rules and regulations.

17. The Broker shall not disclose the information of the transactions of the Account Holder(s) to any third party and shall maintain the confidentiality of the information. However, in case any appropriate Court, Tribunal, Exchange, the Commission, the State Bank, the Investigating Agencies (such as NAB, FIA, ANF, etc.) or the Federal or Provincial or Local Government(s) as the case may be, in exercise of its/her powers under the law request(s) any such information, the Broker shall be obliged to disclose the same for which the Account Holder(s) shall not raise any objection whatsoever. Additionally, in case of hacking or internal leak or wrongful extraction of information or by unscrupulous persons, the Broker shall not be held liable for any manner whatsoever.

18. In case a Broker converts his individual membership into corporate membership and vice versa, or in case of merger of the Broker's corporate membership with another entity, the agreement and conditions laid down herein above shall remain effective, unless otherwise mutually agreed by the parties.

19. Acceptable mode of communication between the Account Holder(s) and the Broker shall be through E-mail only, which is the medium agreed between the Broker and the Account Holder(s) in the 5th page of this Account Opening Form. The onus of proving that the E-mail has been received by the recipient shall be on the sender sending the mail. The Broker may, however, at its discretion, shall be further at liberty to record, tape or in any other manner store telephonic conversation with the Account Holder(s). Any voice recording made by the Broker shall constitute evidence of the communication so recorded for such instructions.

20. All orders received telephonically and placed on KATS shall be supported by recording on dedicated telephone lines, preferably connected with a computerized logging system so as the orders could possibly be sorted on UPI basis and made user friendly.

21. In case of change of address or contact numbers of either party, the concerned party shall immediately notify the other party of the changes in writing. The Account Holder(s) further undertake(s) to promptly notify the Broker in writing of any change in the List of Authorized Person(s), as set out in this Account Opening Form. No change therein shall be effective and the Broker shall be entitled to rely on the information pertaining to the Authorized Person(s) and the parties, as recorded with the Broker without incurring any liability for doing so, until such time that the Broker is so notified in writing along with the (creditable and specimen signature(s) of the replacement Authorized Person(s)).

Account Holder

Joint Account Holder

Broker



**20.** The Account can be closed by either party upon given the other party 15 (fifteen) days prior written notice to the other. Upon service of such notice, no further transactions of Securities will be executed by the Broker on Account of the Account Holder(s), except that all pending orders shall be executed and all settlement shall be made on the effective date of such termination. This is without prejudice to the right of the Broker to close the Account and to square off the Account Holder(s) position and recover all outstanding dues, losses, etc., without any prior notice in event of non-payment or breach of any of the terms and conditions of this Agreement by the Account Holder(s). The Account Holder(s) shall continue to be liable for any shortfalls.

## 21. Special Terms and Conditions for Online Trading:

In case Online trading facility is allowed to the Account Holder(s), the following additional terms and conditions will become applicable:

(i). Online trading will be permitted through PSL Online, a Division of PSL, which will act as the Broker for the purpose of buying and selling securities, including Continuous Funding System Transactions at the Karachi Stock Exchange (Online Exchange) and wherever the term PSL Online is used in these Special Terms and Conditions for Online Trading, it shall mean the Broker.

(ii). A Password or pin (Personal Identification Number) will be issued to the Account Holder(s) by PSL Online via the Account Holder(s) personal identification Number or Code to enable the Account Holder(s) to have an access to and use this Account for Online Trading. The Password/PIN may be communicated through E-mail or through any courier to the Account Holder(s) at his/her/their own risk. The Account Holder(s) shall not disclose the Password/PIN to any person and shall take every reasonable precaution to prevent discovery of the Password / PIN by any other person.

(iii). PSL Online may electronically transfer delivery of confirmation, statements and other notices in connection with Electronic/Online Trading. It shall be the responsibility of the Account Holder(s) to review, upon receipt of e-mail, confirmation statements, notices and margin maintenance calls whether delivered by mail, e-mail or electronic means, at its own discretion. If the Password/PIN is disclosed to any third party the Account Holder(s) shall immediately notify the same to PSL Online. The Account Holder(s) will immediately notify PSL Online of any loss, theft or unauthorized use of his/her/their account number and Password/PIN. The Account Holder(s) shall immediately notify and change in his/her/their e-mail or other address as mentioned in the Account Opening Form.

(iv). All risks connected and involved with Electronic/Online Trading will be assumed fully by the Account Holder(s). Neither the Broker (PSL and PSL Online or any directors or officers) would be responsible or liable in any manner for any losses or damages that may be suffered by the Account Holder(s). Password or PIN, hacking of lines, outages and slowdowns in the internet connection, and piracy of the Account Holder(s) information and affairs by unscrupulous persons.

(v). PSL Online may at any time and from time to time require Additional Margin in the Account (in cash or Securities) before executing any Orders or undertaking any transactions through Online Trading Facility on account of the Account Holder(s). The amount and timing may vary depending on factors solely at PSL Online's discretion. PSL Online shall have the right to liquidate the Account Holder(s) trading position(s) if the Account Margin is insufficient at any time.

(vi). PSL Online may at its discretion elect with or without notice to square off the Account Holder(s) Account and make all obligations in the Account immediately due and payable by the Account Holder(s) without assigning any reason.

**22.** I/We, the Account Holder(s) understand(s) that the shares trading business carries risk and subject to the due diligence on part of the Broker, I/We may incur losses for which I/We, the Account Holder(s) shall not hold the Broker responsible. The Account Holder(s) further acknowledge(s) that the prices of the Securities do fluctuate abruptly and instantly and investments in Securities may experience abrupt upward and downward movements and may even become valueless. The Broker shall not be liable for any fluctuations in the prices of Securities due to purchase and sale on the day of the transaction and the net price mentioned in confirmation shall be accepted as concluded final price and shall be binding upon the Account Holder(s) and the Broker.

**23.** I/We, the Account Holder(s) acknowledge receipt of this Account Opening Form (signed here by me/us in duplicate) along with the copies of all the annexure and I/We, the Account Holder(s) also undertake that I/We have understood all the above terms and conditions of this agreement which are acceptable to me/us.

**24.** I/We, the Account Holder(s) further confirm that all information given in this application is true and complete and hereby authorize the Broker to verify any information mentioned above from any sources deemed appropriate by the Broker.

## CDC ACCOUNT TERMS AND CONDITIONS

**1.** I/We hereby accept that the Sub-Account/Group Account shall be governed by the provisions of Section 24 of the Central Depositories Act, 1997 and the Central Depository Company of Pakistan Limited Regulations in force from time to time.

**2.** I/We hereby irrevocably and unconditionally authorize PSL to handle/manage my/our Securities (as defined in the attached Special Terms and Conditions) held in Group Account/my Sub Account maintain with it from time to time for Settlement purposes and to apply the net proceeds there of towards the adjustment of my/our outstanding that may be due from me/us, including against all my/our losses.

**3.** I/We further hereby unconditionally and irrevocably authorize PSL to handle/manage my/our Book Entry Securities in its main account and/or to pledge my/our Book Entry Securities in favour of any eligible pledgee(s), including Karachi Stock Exchange (Guarantee) Limited, Lahore Stock Exchange (Guarantee) Ltd, Islamabad Stock Exchange (Guarantee) Ltd, to the extent of my/our margin commitment made herein above to meet my/our exposures on trading.

**4.** Pledge over Book Entry Securities entered in the Sub-Account shall be made in accordance with Section 12 of the Central Depositories Act, 1997 and Central Depository Company of Pakistan Limited Regulations.

**5.** I/We hereby authorize PSL to maintain my/our account in their books or in any other system established for all transactions of sales and purchases of "Securities" (as defined in the attached Terms and Conditions).

**6.** The foregoing conditions constitute my/our irrevocable authorization to PSL for the purposes of Section 24 of the Central Depositories Act, 1997 and the Central Depository Company of Pakistan Limited Regulations. The instructions here shall be deemed to be valid from the date of opening of sub-account.

**7.** The instructions here shall be deemed to be valid from the date of opening of sub-account.

**8.** I/We hereby accept unconditionally the Special Terms and Conditions (attached herewith) for the sale and purchase of Securities and for maintaining my/our account. I/We also hereby accept unconditionally the General Terms and Conditions Governing Securities Custodial Service. Both the Terms and Conditions have been read, understood and signed by me/us in acceptance thereof. I/We hereby undertake to abide by all the Terms and Conditions and to discharge my/our contractual and legal obligations reflected or envisaged therein whether express or implied. Signed copy of the Terms and Conditions is annexed to this application and this application together with the signed copies of both the above noted Terms and Conditions and Power of Attorney in favor of PSL shall constitute a binding legal contract between PSL and my/ourselves upon acceptance by PSL.

Account Holder

Joint Account Holder

Broker

## GENERAL TERMS AND CONDITIONS

A Securities Custodial Account (hereinafter referred to as the "Custodial Account") may be opened and maintained with PSL (PSL) on the following terms and conditions:

1. PSL will, at the request of the Customer, until the Customer notifies PSL to do so with the same, as instructed by the Customer, to hold or procure to be held on behalf of the Customer, the Securities, which the Customer may from time to time purchase, acquire, subscribe, own, hold or intend to purchase. The term "Securities" shall include all securities as defined under the Securities and Exchange Ordinance, 1969, including shares of listed public companies, Mudaraba Certificates, Term Finance Certificates (TF-COs), Islamic and registered bonds, including Federal Investment Bonds, Foreign Currency Bonds, etc., Certificates of Investments, Mutual Fund Certificates, Units issued by NIFT and Assets Management Companies, Certificates issued by Closed-end Funds, Treasury Bills and all other kinds of securities and instruments, both debt based as well as equity based, issued by companies, corporations, autonomous and semi autonomous bodies, Federal, Provincial and Local Governments and statutory bodies, which are traded on or purchased or sold at the Stock Exchange (the Exchange) and in particular, the Book Entry Securities, as defined under the Central Depositories Act, 1997.

PSL undertakes and is authorized to:

a. receive and hold Securities in safe custody in the Customer's Custodial Account with PSL, in the Customer's Sub-Account and/or PSL Group Account, Main Account or House Account with Central Depository Company of Pakistan Limited (CDC) and/or otherwise held in any manner and at any place; b. Securities that are subscribed, acquired, owned or purchased by the Customer or are intended to be received by or delivered to PSL pursuant to any purchase orders placed by the Customer or contracts concluded by PSL, on account of the Customer;

b. exchange Securities in temporary form (i.e., letters of allotment, letters of right) for Securities in definitive form, exchange certificates if the par or nominal value of any Securities is changed, and/or where Securities are exchanged to conform with changes in the corporate names of the issuers or the merger of two or more issuers;

c. do all things with regard to the registration of Securities in the name of the Customer (or where authorized by the Customer, in the name of PSL, if legally possible), and with regard to sale or purchase of Securities made by the Customer or made on its behalf, the disposal of or payment to the Customer of the proceeds of sale of Securities, including any interest or rights due to the Customer or its agents in respect of Securities or any matter affecting Securities in the Custodial Account, as the Customer may from time to time instruct PSL to do;

d. sell, deliver or effect deliveries of the Securities sold by the Customer or on the Customer's account, through PSL or through other members of the Stock Exchange(s), to the counterparty of the Stock Exchange or counterparties and all other relevant formalities of the Central Depositories Act, 1997 (the CD Act) and the Rules and Regulations of Karachi Stock Exchange (Guarantee) Limited, Lahore Stock Exchange (Guarantee) Limited and Islamabad Stock Exchange (Guarantee) Limited, as well as other pertinent offshore Stock Exchange (collectively, "the Exchanges");

e. accept, receive, collect and realize dividends and profits payable on the Customer's Securities, deposit the dividend warrants in the Customer's bank account(s) and all other procedures and formalities of the Customer's bankers;

f. receive and transmit to the Customer notices of shareholders' meetings, dividend notices and any other related information;

g. sign in the Customer's name and on behalf of the Customer all transfer deeds, documents, agreements or other instruments necessary for the transfer and/or registration in the Customer's name in the books of issuers and/or CDC and Securities that may be subscribed, purchased or acquired by the Customer or by PSL, on behalf of the Customer from time to time and complete all procedures and formalities for such registrations;

h. receive and realize on behalf of the Customer all benefits in respect of right issues or bonus shares/securities, sign Letters of Rights, insurance Letter of Right, make payments for the right issues on the Customer's account and all other formalities for availing the benefits of the right issues or bonus issues in respect of any Securities held by PSL on account of the Customer;

i. move the Customer's Securities to PSL's Main Account and/or PSL Group Account, the Customer's Securities in favour of (i) PSL (if desired) and in particular, the Exchange(s), for the purposes of meeting the Customer's margin and/or exposure commitments on trading in accordance with Section 12 of the CD Act and the CDC Regulations, as may be amended and/or substituted from time to time;

j. move/transfer the Customer's Securities from his Sub-Account and/or PSL Group Account from time to time, including for settlement purposes, dispose them off at any time without any notice to the Customer and apply the net proceeds thereof towards the adjustment of the Customer's outstanding(s) that may be due direct or indirectly to PSL, including under normal settlements as well as against the Customer's losses and exposure;

k. sign in the Customer's name and on behalf of the Customer with/without request for and other instruments and forms necessary for issuance of definitive share certificates in respect of the Book Entry Securities withdrawn from CDC;

l. act through any of its officers or other employees and delegate to any other person or entity, as it may select and confer any of the powers contained herein, in connection with the Custodial Account;

## GOVERNING SECURITIES CUSTODIAL SERVICES

m. sign and sign on behalf of the Customer any and all forms of agent or broker (purchase or sale) forms pursuant to the Customer's instructions for sale or purchase of Securities;

n. exercise its discretion without any responsibility to PSL as regards any action that may in its opinion seem advisable or expedient in the Customer's interest, if it could not be possible to obtain the Customer's consent, if it could not be possible to obtain the Customer's instructions or if in its opinion it would involve undue delay or expense to obtain such instruction;

2. PSL is not obligated to attend any meeting of holders of securities in the Custodial Account or to exercise any rights conferred, or perform any obligations imposed, by reason of holding securities in the Custodial Account or to forward to the Customer any proxy, annual reports or other financial statements relating to the securities in the Custodial Account received by PSL or to give notice to the Customer of such receipt;

3(a). With regard to any purchase of Securities made by the Customer, PSL will not be liable to the Customer in any way whatsoever if the seller (or its agent or broker) of the relevant securities fails to make good, valid or timely delivery to PSL of the relevant securities and whether or not payment thereof by the Customer or by PSL on the Customer's behalf has been made;

(b). The Customer acknowledges that PSL is sole responsibility with regard to the proceeds of any sale of securities made by the Customer is to receive payment by way of cheque, bank draft or in any other appropriate form of such proceeds from the purchaser (or its agent or broker) of the relevant securities;

PROVIDED THAT PSL will not be liable to pay to the Customer in any other manner any such payment made to PSL by any Purchaser (or its agent or broker) nor PSL will be liable, if the payment obligation is not honoured by the bank upon whom any cheque, bank draft or any other instrument is drawn. The Customer further acknowledges that PSL may make delivery of the relevant securities contemporaneously with or before the receipt of such payment or purported payment in any case;

(c). Written advice of each securities transaction will be posted to the Customer as soon as practicable and be notified to the Customer by, provided however after the expiry of the trading period for any pertinent working day of the relevant Stock Exchange, the Customer undertakes to issue fresh instructions to PSL. PSL shall not be responsible for any failure or delay in sending such advice to the Customer;

(d). PSL may receive dividend cheques, bonus issues, right issues, notices, etc. directed to the Customer in PSL's care and PSL is authorized to accept and open mail as addressee;

(e). The Customer agrees and acknowledges that PSL will not be responsible for any error, default, failure, neglect, delay or non-performance on the part of any broker or agent used by the Customer to effect purchase and/or sale orders of the Customer, nor will PSL be liable for any ensuring loss incurred by reason of the above or any other causes;

(f). All purchases and sales of securities shall be made solely by the Customer and at the Customer's own judgment and decision. PSL is not under any duty to supervise the investment of, or to advise or make any recommendations to the Customer with respect to the sale of securities in the Custodial Account, or to advise or recommend the purchase of securities at any time. Any information or suggestion rendered by PSL officers or other employees (whether at the Customer's request or otherwise) is an expression of opinion only and not to be relied upon and PSL shall not be liable for any consequence thereof;

4. PSL may at its discretion deposit or lodge securities in the Custodial Account with any of its branches, any banks or other financial institutions or any securities clearing institutions (each such entity is herein after referred to as a "sub-custodian") as PSL may select in its discretion, upon such sub-custodian's customary terms and conditions or such other terms and conditions as may be approved by PSL. With regard to securities in the Custodial Account deposited or lodged with any sub-custodian, PSL may at any time discharge its obligations in relation thereto by instructing such sub-custodian to hold at the Customer's direct disposal such securities, dividends or interest thereon or proceeds of sale thereof;

5. PSL is authorized to sign on behalf of the Customer and in the Customer's name, date and stamp, any declarations, affidavits, and certificates of ownership which may be required with respect to all dividends or other income on securities in the Custodial Account, PSL is authorized from time to time to disclose the identity of the customer to issuers of securities in the Custodial Account or their agents or broker without further consent from the Customer;

6. Securities in the Custodial Account are custodied at the Customer's sole risk and the Customer agrees to indemnify PSL as harmless from and against any and all losses, damages, claims and other obligations of any kind or nature whatsoever incurred or sustained by the Customer arising from fire, theft etc., in respect of any securities held by PSL for the Customer, except for PSL's gross negligence or willful default in which case PSL liability shall not in any event exceed the market value of such securities as of the ascertained time of loss. It should be noted here that PSL would not be liable for market risks in the period, from the discovery of the loss to the settlement of the issue;

7. PSL shall be under no responsibility or liability for any reductions and/or deductions from any funds received by PSL as payments, dividends, interest or proceeds of sale in respect to exchange taxes, taxes, levies or otherwise or for any confiscation or other consequences to any such payments, dividends, interest or proceeds or to securities in the Custodial Account, at any time arising from any event or circumstances, including but not limited to such laws, regulations, decrees, edicts, executive orders or other mandates as may be issued by any government which might or could affect the same;

Account Holder

Joint Account Holder

Broker





# Pearl Securities Limited

8. PSL will (where such instructions are required under these General Terms and Conditions) act only upon written instruction furnished to PSL by the customer.

9(a). PSL may rely and act upon any instructions or communications believed by it to be genuine and given to it in accordance with the condition 8 as above by the Customer or by any person notified by the Customer as authorized to give the same and believed by PSL to be so authorized. PSL shall not be responsible for any loss arising as a result of any error or ambiguity or forgery or fraud in transmission of any instruction or communication.

9(b). All instructions to take or handover delivery of securities to PSL shall indicate an expiry date which is in line with Pakistan market practice.

10. A monthly (or such other periodical as PSL may from time to time determine appropriate) statement of the Account will be posted to the Customer. Each statement of the Account will be conclusive and binding on the Customer if no written objection thereto is received by PSL within 15 days after posting to the Customer. Where the Customer has directed PSL to hold for the Customer all in relation to the Account, the Customer Accepts that each statement will be conclusive and binding on the Customer.

11(a). The customer will pay PSL for its services in relation to the Custodial Account such fees, charges and gross commissions (including commission charged by any broker or agent utilized by PSL) as PSL may from time to time prescribe. In addition, all costs and expenses (including stamp duty) incurred by PSL and any subcustodian in connection with the opening and operation of, and any transactions for, the Account will be reimbursed by the customer upon demand by PSL. PSL is irrevocably authorized to debit all such fees, charges, commissions and expenses to his/her account(s).

11(b). The customer agrees to indemnify and to hold PSL and any subcustodian harmless from and against any and all acts, claims, proceedings, demands, costs and expenses in connection with all or any of the matters or transactions herein stated or any breach by the Customer of any of these Terms and Conditions.

12. Subject to paragraph (b) of this condition below, the Custodial Account may be closed at any time at the option of either the Customer or PSL by giving 30 days' written notice. Upon such closing, all securities in the Custodial Account shall be returned to the Customer at the cost of the Customer provided that the Customer has discharged all outstanding liabilities and obligations in relation to the Custodial Account.

It:

(i) the Customer fails to observe or perform any of these Terms and Conditions;

(ii) the Customer commits breach of any Terms and Conditions contained or attached to the Account Opening form in respect of sale and purchase transactions in Securities through PSL, as the Broker;

(iii) a petition is presented or other steps are taken for the bankruptcy or winding up of the Customer;

(iv) any judgment debt is obtained against the Customer or any application is made for the appointment of a receiver, trustee or other officer in respect of all or any part of the business or assets of the Customer or any form of execution or attachment is levied or enforced upon or against any such assets; then PSL may without prior notice to or demand on the Customer close the Custodial Account and PSL shall not be obliged to return any Securities in the Custodial Account until all liabilities and obligations of the Customer are fully discharged.

13. PSL shall not be under any liability on account of anything done by PSL in good faith hereunder or in accordance with or in pursuance of any request or advice of the Customer or of its compliance therewith. Whenever pursuant to any provision of these conditions any notice, instruction or other communication is to be given by or on behalf of the Customer to PSL, PSL may accept as sufficient evidence thereof:

(a) a document signed or purporting to be signed on behalf of the Customer by such person or persons whose signature PSL is for the time being authorized by the Customer to accept; or

(b) a message by any means herein authorized transmitted by the Customer by such person or persons whose signature PSL is for the time being authorized by the Customer to accept; and PSL shall not be obliged to accept any document or message signed or transmitted or purporting to be signed or transmitted by any other person.

14. PSL shall not be liable to the Customer for any error of judgment or loss suffered by the Customer in connection with the subject matter of PSL custodial services hereunder or any matter or thing done or omitted to be done by the PSL in pursuance hereof (including, in particular, but without limiting the foregoing, any loss following upon or arising out of any failure to effect or any delay in effecting any transaction; and loss, delay, miscommunication or error in transmission of any communication or of the bankruptcy or insolvency or of a failure to pay by any institution, country, government, department, authority, company or person, including any seller of securities, stock broker or member of a stock exchange, with whom or in which the monies of the Customer are from time to time invested or deposited or who is supposed to effect or obtain delivery of securities and or generally in relation to the purchase, holding or sale of the securities) whatsoever any such loss may have occurred or been such loss or disadvantage arises from negligence, bad faith, fraud or wilful default in the performance or non-performance by PSL or persons designated by it of its obligations or duties.

15. In the event of any conflict between these General Terms and Conditions Governing Securities Custodial Services and the Terms and Conditions contained in PSL's attached Account Opening Form, the Terms and Conditions contained herein shall prevail, insofar as they relate to the Custodial Services to be provided by PSL.

16. For the avoidance of doubt it is hereby agreed and declared that reference to PSL in condition 13 and 14 shall be deemed to include the officers, servants and authorized delegates of PSL.

17. The services of PSL hereunder shall not be exclusive and PSL shall be free to render similar services to others.

18. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan.

19. These Terms and Conditions shall be binding on the successors and assignees of the Customer (and where applicable, the heirs, executors and administrators of the Customer).

20. Where the Customer comprises of more than one person, all obligations and liabilities in relation to the Custodial Account as under these Terms and Conditions shall be joint and several.

## we agree to the above Term and Conditions

Title of Account Holder: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title of Joint Account Holder: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

CNIC No: \_\_\_\_\_

Signature: \_\_\_\_\_

For PSL

Signature of Authorized Signatory: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_ Date \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

CNIC No: \_\_\_\_\_

Signature: \_\_\_\_\_



# Pearl Securities Limited

COMMISSION SLAB (REG/FUT): \_\_\_\_\_

COMMISSION SLAB (CFS): \_\_\_\_\_

MARGIN DEPOSIT (CASH/CHEQUE): \_\_\_\_\_

SHARES: \_\_\_\_\_

TRADE MARGIN IN %: \_\_\_\_\_

## FOR DEALER USE ONLY

### INTRODUCED BY

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

## FOR CUSTOMER SUPPORT DEPARTMENT USE ONLY

RECEIVED BY: \_\_\_\_\_ NAME / SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## APPROVALS

C.S.D.: \_\_\_\_\_ DATE/TIME \_\_\_\_\_ REMARKS \_\_\_\_\_ SIGNATURE \_\_\_\_\_

INTERNAL AUDITOR: \_\_\_\_\_

H.O.S.: \_\_\_\_\_

## FOR SETTLEMENT USE ONLY

KATS CODE: \_\_\_\_\_ CFS A/C: \_\_\_\_\_

TRADING A/C: \_\_\_\_\_ CDC A/C: \_\_\_\_\_ HEAD OF SETTLEMENT \_\_\_\_\_

RECEIVED BY SETTLEMENT: DATE \_\_\_\_\_ NAME \_\_\_\_\_

RECEIVED BY C.S.D.: DATE \_\_\_\_\_ NAME \_\_\_\_\_

## CHECK LIST OF

S. No.	DESCRIPTION	REMARKS	S. No.	DESCRIPTION	REMARKS
1	Minimum Account Opening Amount (proof of deposit, ie CDCID, credit in Bank Statement, receipt of physical shares)		7	CNIC of Nominee / Successor Attested Copy)	
2	Margin as per Company Policy		8	Zakat Declaration if Zakat Status is No	
3	Commission as per Company Policy		9	CNIC of Witnessess (Attested Copy)	
4	Duly filled-in AOF		10	Broker Stamp with Signature of Head of Sales	
5	CNIC OF Account Holder (Attested Copy)		11	All (relevant) fields of AOF are filled up including Crossing(x) Non Applicable Fields	
6	Power of Attorney in case of Authorised Person other than Account Holder		12	Power of Attorney in case of Authorised Person other than Account Holder	

For official use of the Participant only	
Application Form No:	
CDC Participant ID:	03939
Sub-Account No:	
Trading Account No (if applicable)	

## SUB-ACCOUNT OPENING FORM FOR INDIVIDUALS

(Sub-Accounts are opened and maintained by Participants in accordance with the CDC Regulations made pursuant to Section 4 of the Central Depositories Act, 1997)

Nature of Account:	<input type="checkbox"/> Equity	<input type="checkbox"/> Debt	<input type="checkbox"/> Other
--------------------	---------------------------------	-------------------------------	--------------------------------

(Please use BLOCK LETTERS to fill the form)

I/We hereby apply for opening of my/our Sub-Account under the Account Family of Pearl Securities Limited (hereinafter referred to as "Participant") maintained in the Central Depository System ("CDS") of the Central Depository Company of Pakistan Limited ("CDC"). My/our particulars are given as under:

A. REGISTRATION (AND OTHER) DETAILS OF MAIN APPLICANT				
1. Full name of Applicant (As per CNIC / NICOP / Passport) MR. / MRS. / MS.				
2. Father's / Husband's Name:				
3. Contact Details of Main Applicant:				
(a) Permanent Address: (Address should be different from Participant's address)				
(b) Mailing Address:				
(c) Contact No:		(d) Fax: (optional)		(e) Email: (optional)
4. Computerized National Identity Card No: (For resident Pakistani)				
5. Expiry date of CNIC:				
6. NICOP No: (For non-resident Pakistani)				
7. Expiry date of NICOP:				
8. Passport details: (For a foreigner or a Pakistani origin)		Passport Number:		Place of Issue:
		Date of Issue:		Date of Expiry:
9. Details of Contact Person: [Note: Contact Person shall not be the person other than the Main Applicant, any one of the Joint Applicant or their Attorney. Where Contact Person is the Main Applicant or any of the Joint Applicant, please only provide the name below. In case of Attorney, please provide details in (a) to (h) below]				
(a) Name: MR. / MRS. / MS.				
(b) Relationship/ association of the Attorney with the Main Applicant:				
(c) Address:				
(d) Computerized National Identity Card No:				
(e) Expiry date of CNIC:				
(f) Contact No:		(g) Fax: (optional)		(h) Email: (optional)
10. Share holder's Category: <span style="float: right;">INDIVIDUAL</span>				
11. (a) Occupation: (Please tick (✓) the appropriate box)		AGRICULTURIST	BUSINESS	HOUSEWIFE
		RETIRED PERSON	STUDENT	BUSINESS EXEC.
		PROFESSIONAL	SERVICE	OTHERS (specify)
(b) Name of Employer / Business:			(c) Job Title / Designation:	
(d) Address of Employer / Business:				

Signatures:

Main Applicant

Joint Applicant 1

Joint Applicant 2

Joint Applicant 3

Pearl Securities Limited

B. REGISTRATION (AND OTHER) DETAILS OF THE JOINT APPLICANT(S)											
PERSONAL INFORMATION – JOINT APPLICANT NO. 1											
1. Full name of Applicant (As per CNIC / NICOP / Passport) MR. / MRS. / MS.											
2. Father's / Husband's Name:											
3. Permanent Address: (Address should be different from Participant's address)											
4. (a) Contact No:			(b) Fax: (optional)				(c) Email: (optional)				
5. Computerized National Identity Card No: (For resident Pakistani)											
6. Expiry date of CNIC:											
7. NICOP No: (For non-resident Pakistani)											
8. Expiry date of NICOP:											
9. Passport details: (For a Foreigner or a Pakistani origin)			Passport Number:				Place of Issue:				
			Date of Issue:				Date of Expiry:				
10. (a) Occupation: (Please tick (✓) the appropriate box)			AGRICULTURIST		BUSINESS		HOUSEWIFE		HOUSEHOLD		
			RETIRED PERSON		STUDENT		BUSINESS EXEC.		INDUSTRIALIST		
			PROFESSIONAL		SERVICE		OTHERS (specify)				
(b) Name of Employer / Business:						(c) Job Title / Designation:					
(d) Address of Employer / Business:											
PERSONAL INFORMATION – JOINT APPLICANT NO. 2											
1. Full name of Applicant (As per CNIC / NICOP / Passport) MR. / MRS. / MS.											
2. Father's / Husband's Name:											
3. Permanent Address: (Address should be different from Participant's address)											
4. (a) Contact No:			(b) Fax: (optional)				(c) Email: (optional)				
5. Computerized National Identity Card No: (For resident Pakistani)											
6. Expiry date of CNIC:											
7. NICOP No: (For non-resident Pakistani)											
8. Expiry date of NICOP:											
9. Passport details: (For a Foreigner or a Pakistani origin)			Passport Number:				Place of Issue:				
			Date of Issue:				Date of Expiry:				
10. (a) Occupation: (Please tick (✓) the appropriate box)			AGRICULTURIST		BUSINESS		HOUSEWIFE		HOUSEHOLD		
			RETIRED PERSON		STUDENT		BUSINESS EXEC.		INDUSTRIALIST		
			PROFESSIONAL		SERVICE		OTHERS (specify)				
(b) Name of Employer / Business:						(c) Job Title / Designation:					
(d) Address of Employer / Business:											
PERSONAL INFORMATION – JOINT APPLICANT NO. 3											
1. Full name of Applicant (As per CNIC / NICOP / Passport) MR. / MRS. / MS.											
2. Father's / Husband's Name:											
3. Permanent Address: (Address should be different from Participant's address)											
4. (a) Contact No:			(b) Fax: (optional)				(c) Email: (optional)				
5. Computerized National Identity Card No: (For resident Pakistani)											
6. Expiry date of CNIC:											
7. NICOP No: (For non-resident Pakistani)											
8. Expiry date of NICOP:											
9. Passport details: (For a Foreigner or a Pakistani origin)			Passport Number:				Place of Issue:				
			Date of Issue:				Date of Expiry:				
10. (a) Occupation: (Please tick (✓) the appropriate box)			AGRICULTURIST		BUSINESS		HOUSEWIFE		HOUSEHOLD		
			RETIRED PERSON		STUDENT		BUSINESS EXEC.		INDUSTRIALIST		
			PROFESSIONAL		SERVICE		OTHERS (specify)				
(b) Name of Employer / Business:						(c) Job Title / Designation:					
(d) Address of Employer / Business:											

Signatures:

Main Applicant

Joint Applicant 1

Joint Applicant 2

Joint Applicant 3

Pearl Securities Limited



C. OTHER INFORMATION									
1. Dividend Mandate [Please tick (✓) the appropriate box] <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide following details:									
(a) Account Title:					(b) Account No:				
(c) Name of Bank:					(d) Branch:				
(e) Address:									
2. National Tax No: (Optional)									
3. Nationality:									
4. Residential Status [Please tick (✓) the appropriate box]									
		Resident	Non-Resident	Repatriable	Non-Repatriable				
Pakistani		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Pakistani Origin		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Foreign National		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
5. If you are maintaining any Special Convertible Rupee Account ("SCRA"), please provide details in (a) to (c):					(a) SCRA Account No:				
					(b) Bank Name:				
					(c) Branch Details:				
6. Zakat Status:					Please tick (a) the appropriate box				
					<input type="checkbox"/> Muslim Zakat payable				
					<input type="checkbox"/> Muslim Zakat non-payable				
					<input type="checkbox"/> Non-Muslim				
					<input type="checkbox"/> Not Applicable				
<p>7. Particulars of nominee (Optional but if desired, nomination should only be made in case of sole individual and not joint account)</p> <p>(In case of death of Sub-Account Holder, Nomination may be made in terms of requirements of Section 80 of the Companies Ordinance, 1984, which inter alia requires that person nominated as aforesaid shall not be a person other than the following relatives of the Sub-Account Holder, namely: a spouse, father, mother, brother, sister and son or daughter, including a step or adopted child.)</p>									
(a) Name of Nominee:									
(b) Father's/Husband's Name:									
(c) Relationship with Main Applicant: [Please tick (✓) appropriate box]									
<input type="checkbox"/> Spouse <input type="checkbox"/> Father <input type="checkbox"/> Mother <input type="checkbox"/> Brother <input type="checkbox"/> Sister <input type="checkbox"/> Son* <input type="checkbox"/> Daughter* * Including step or adopted child									
(d) Address:									
(e) CNIC No: (in case of a resident Pakistani)									
(f) Expiry date of CNIC:									
(g) NICOP No: (in case of a non-resident Pakistani)									
(h) Expiry date of NICOP:									
(i) Passport details: (In case of a foreigner or a Pakistani origin)					Passport Number: Place of Issue: Date of Issue: Date of Expiry:				
(j) Contact No:					(k) Fax: (optional)				
(l) E-mail: (optional)									
D. CDC SMS / IVR / WEB SERVICES (*CDC access*)									
CDC provides <b>FREE OF COST</b> services under CDC access whereby sub-account holder can have real time access to their account related information.									
1. SMS is part of such service, where alerts are sent whenever certain activities take place in a sub-account including securities movement, pledge etc.									
(a) For SMS Service, please provide local mobile number of your Contact Person:									
(b) If you do not wish to subscribe to SMS Service, please sign here:									
2. Do you wish to subscribe to free of cost IVR Service? [Please tick (✓) the appropriate box] <input type="checkbox"/> Yes <input type="checkbox"/> No									
3. Do you wish to subscribe to free of cost Web Service? [Please tick (✓) the appropriate box] <input type="checkbox"/> Yes <input type="checkbox"/> No									
4. If you are subscribing to IVR and/or Web Service, please provide following details of your Contact Person:									
(a) Date of Birth (DD / MM / YYYY)									
(b) Mother's Maiden Name:									
(c) Email Address:									

Signatures:

Main Applicant

Joint Applicant 1

Joint Applicant 2

Joint Applicant 3

Pearl Securities Limited

**E. SUB-ACCOUNT OPERATING INSTRUCTIONS**

**1. Signatory(ies) to give instruction to the Participant pertaining to the operations of the Sub-Account.**

*(Please specify sub-account operating instructions in the relevant column along with names and specimen signatures of authorized signatories)*

**Names of Signatory(ies)**

**Specimen Signatures**

(a)

(b)

(c)

(d)

**2. Sub-Account Operating Instructions:**

*[Please (✓) appropriate box]*

☐

Either (Singly) or Survivor

☐

Attorney

☐

Jointly [any]

☐

Any other

Please specify:

**F. BANK VERIFICATION**

The following information is required to be verified by the Bank Manager only where the Main Applicant is maintaining bank account:

**Particulars of Main Applicant:**

Bank Account Title:

CNIC No:

Bank Account No:

Address of Applicant:

Signature of Applicant:

We do hereby verify the above particulars and signature of our above account holder:

**Particulars of Bank Manager / Authorized Officer:**

Name:

Contact No(s):

E-mail:

Signature & Rubber Stamp:

**G. AUTHORIZATION UNDER SECTIONS 12 AND 24 OF THE CDC ACT EXCLUSIVELY FOR SETTLEMENT OF UNDERLYING TRADES INCLUDING PLEDGE AND RECOVERY OF CHARGES AND LOSSES**

We the undersigned, hereby give our express authority to the Participant under Section 12 and Section 24 of the Central Depositories Act, 1997 to handle Book-entry Securities beneficially owned by us and entered in our Sub-Account maintained with the Participant for securities transactions that are exclusively meant for the following purposes:

- For the settlement of any underlying market transactions (trades) including off market transactions made by me/us from time to time;
- For pledge securities transactions with any Stock Exchange or a Clearing Company relating to any of my/our underlying market transactions (trades) to be settled through the Clearing Company from time to time;
- For the recovery of payment against any underlying market purchase transactions made by me/us from time to time;
- Movement by me/us from time to time of my/our Book-entry Securities from my/our Sub-Account under the Main Account under the control of the Participant to my/our Sub-Account under another Main Account under the control of the participant or to my/our sub-Account under any Main Account which is under the control of another Participant or to my/our Investor Account;
- Securities transactions which have been made by way of a gift securities by me/us to my/our family members or other persons in accordance with the CDC Regulations from time to time.
- Securities transactions pertaining to any lending or borrowing of Securities made by me/us from time to time in accordance with the CDC Regulations.
- For the recovery of any charges or losses against any or all of the above transactions carried out by me/us or services availed; and/or
- Delivery Transaction made by me/us for any other purposes as prescribed by the Commission from time to time.

Specific authority on each occasion shall be given by us to the Participant for handling of Book-entry Securities beneficially owned by us for all other purposes as permitted under the applicable laws and regulations.

Note: Please note that above shall serve as a one-time fixed authorization to the Participant for handling of Book-entry Securities owned by the undersigned Sub-Account Holder(s) and entered in their Sub-Account maintained with the Participant. Handling of Book-entry Securities for all other purposes should however require specific authority in writing from the undersigned Sub-Account Holder(s) in favour of the Participant. For handling of Book-entry Securities worth Rs. 500,000/- and above, the above mentioned specific authority shall be obtained on non-judicial stamp paper.

Signatures:

Main Applicant

Joint Applicant 1

Joint Applicant 2

Joint Applicant 3

Participant

**IMPORTANT**

Please read and understand the Terms and Conditions before signing and executing this form.

**TERMS AND CONDITIONS**

The Terms and Conditions set herein below shall govern the Sub-Account forming part of the Account Family of the CDS Participant Account of the Participant, which shall be binding on the Sub-Account Holder as well as the Participant.

- Provisions of the Central Depositories Act, 1997 ("the Act") and the Central Depository Company of Pakistan Limited Regulations ("the Regulations") as amended from time to time and the CDC's Operating Manual/Operating Instructions developed and issued pursuant thereto from time to time and any other by-laws, directives of the Securities and Exchange Commission of Pakistan issued from time to time, shall govern the opening, maintenance and operations of the Sub-Account.
- Each page of this form should be duly signed by the Applicant (and joint Applicants if any) and the Participant or any authorized person of the Participant.
- The Participant shall ensure provision of copies of all the relevant laws, rules and regulations at his office for access to the Sub-Account Holder(s) during working hours.
- The Participant shall provide a list of his authorized agents/traders and designated employees, who can deal with the Sub-Account Holder(s) from time to time. Any change(s) therein shall forthwith be intimated in writing to the Sub-Account Holder(s).
- The Registration Details and such other information specified by the Applicant in this form for opening of the Sub-Account appear in the Sub-Account to be established by the Participant in the Central Depository System who shall ensure the correctness and completeness of the same. Any change therein notified by the Sub-Account Holder from time to time in writing to the Participant shall reflect in the Sub-Account of such Sub-Account Holder.
- The Book-entry Securities owned by the Sub-Account Holder shall be exclusively entered in the Sub-Account of such Sub-Account Holder.
- Transfer, Pledge and Withdrawal of Book-entry Securities entered in the Sub-Account of the Sub-Account Holder shall only be made from time to time in accordance with the authorization given by the Sub-Account Holder to the Participant in Part (II) above pursuant to Section 12 and 24 of the Act. Such authorization shall constitute the congregated / entire authorization by the Sub-Account Holder(s) in favour of the Participant and supersede all prior authorizations (oral, written or electronic) including any different, conflicting or additional terms which appear on any agreement or form the Sub-Account Holder(s) has executed in favour of the Participant.
- Participant shall be liable to give due and timely effect to the instructions of the Sub-Account Holder given in terms of the above-referred authorization with respect to transfer, pledge and withdrawal of Book-entry Securities entered in his Sub-Account under the control of the Participant. Such instructions, among other matters, may include closing of Sub-Account.
- Participant shall send by the 10<sup>th</sup> day of every month Account Balance statement to the Sub-Account Holder without any fee or charge showing the number of every Book-entry Security entered in his Sub-Account as of the end of the preceding month. Such Account Balance statement shall be generated from the CDS. Further, the Sub-Account Holder may request for such statement (including Account Activity reports) from the Participant at any time on payment of a fee on cost basis as prescribed by the Participant. The Participant shall be liable to provide such report/statement to the Sub-Account Holder within 3 Business Days from the date of receipt of such request, with or without charges.
- In consideration for the facilities and services provided to the Sub-Account Holder by the Participant, the Sub-Account Holder shall pay fees and charges to the Participant as applicable for availing such facilities and services under the Act, the Regulations and these Terms & Conditions. In case of outstanding payment against any underlying market purchase transaction, charges and/or losses against the Sub-Account Holder, the Participant shall have the right, subject to Clause 7 above and serving of prior written notice to the Sub-Account Holder to clear the payment, charges and/or losses (including any shortfall in margin requirements) within the reasonable time prescribed by the Participant, to dispose off the necessary number of Book-entry Securities of the Sub-Account Holder and apply the net proceeds thereof towards the adjustment of such outstanding payment, charges and/or losses, provided that the Participant shall report the disposal of such Securities to the relevant Stock Exchange as an off-market transaction where the Securities are transferred from the Sub-Account to the House Account of the Participant.
- Participant shall have the right, subject to 20 Business Days prior written notice to the Sub-Account Holder to close the Sub-Account if it becomes dormant with no holding balances. No Sub-Account shall be treated as dormant unless there is no activity for continuous six months.
- Where admission of Participant to the CDS is suspended or terminated by the CDC, the Sub-Account Holder shall have the right, subject to the Regulations and the Procedures made thereunder, to request CDC to change his Controlling Account Holder and Participant shall extend full cooperation to the Sub-Account Holder in every regard, without prejudice to his right of recovery of any dues or receivables from the Sub-Account Holder.
- In case of a Joint Account, all obligations and liabilities in relation to this Sub-Account or under these Terms and Conditions shall be joint and several.
- These Terms and Conditions shall be binding on the Participant's nominee, legal representative, successors in interest and/or permitted assigns.
- In the event of any conflict between these Terms and Conditions and the terms and conditions contained in Trading Account Opening Form or any other forms/authorizations prescribed by the Participant or otherwise, the Terms and Conditions contained herein shall prevail, insofar as it is related to the custodial services to be provided by the Participant under the legal framework of CDC.
- The provision of services as provided for hereunder shall not constitute Participant as broker and the Participant shall have no trust or other obligation in respect of the Book-entry Securities except as agreed by the Participant separately in writing.
- The Participant is not acting under this application form as Investment Manager or Investment Advisor to the Sub-Account Holder(s).
- The Participant should ensure due protection to the Sub-Account Holder regarding rights to dividend, rights or bonus shares etc. in respect of transactions routed through him and not do anything which is likely to harm the interest of the Sub-Account Holder with from whom it may have had transactions in securities.
- Subject to Section 21 of the Act, Participant shall maintain complete confidentiality of any information or document that is in his knowledge or possession or control relating to the affairs of the Sub-Account Holder(s), and in particular, relating to these Sub-Account(s), and shall not give, divulge, reveal or otherwise disclose such information or document to any other person.
- These Terms and Conditions shall be deemed to have been amended, altered and/or modified if rights and duties of the parties hereto are altered by virtue of change in law, rules, regulations etc. of SECP and/or articles, rules, regulations of the Stock Exchanges and/or the Act, CDC Regulations, CDC's Operating Manual/Operating Procedures and/or any circular, directive or direction issued therein, such changes shall be deemed to have been incorporated and modified the rights and duties of the parties hereto.
- The Participant shall offer IVR/ Web/ SMI ( CDS access) facility to the Sub-Account Holder as a mandatory requirement.
- The Participant shall ensure that duly filled in and signed copy of this form along with the acknowledgement receipt is provided to the Sub-Account Holder.

Signature:

Main Applicant

Joint Applicant 1

Joint Applicant 2

Joint Applicant 3

Pearl Securities Limited

# DECLARATION & UNDERTAKING

I/We, the undersigned, hereby declare that:

- I/We am/are not minor(s);
- I/We am/are of sound mind;
- I/We have not applied to be adjudicated as an insolvent and that I/We have not suspended payment and that I/We have not compounded with my/our creditors;
- I/We am/are not an undischarged insolvent;
- I/We confirm having read and understood the above Terms and Conditions and I/We hereby unconditionally and irrevocably agree and undertake to be bound by and to comply with the above Terms and Conditions and any other terms and conditions which may be notified from time to time with the approval of the concerned authorities modifying or substituting all or any of the above Terms and Conditions in connection with the opening, maintenance and operation of the Sub-Account;
- I/We, being the Applicant(s), hereby further confirm that all the information contained in this form is true and correct to the best of my/our knowledge as on the date of making this application;
- I/We further agree that any false/misleading information by me/us or suspension of any material fact will render my/our Sub-Account liable for termination and further action under the law; and
- I/We hereby now apply for opening, maintaining, operation of Sub-Account forming part of the Account Family of CDS Participant Account of Participant.

# DISCLAIMER FOR CDC ACCESS

The main objective of providing information, reports and account maintenance services through the Interactive Voice Response System, Internet/Web access and Short Messaging Service ("SMS") or any other value added service is to facilitate the Sub-Account Holder ("User") with a more modern way to access their information. CDC makes no other warranty of the IVR, Internet/Web access, SMS or any other value added services and Users hereby unconditionally agree that they shall make use of the internet/web access subject to all hazards and circumstances as exist with the use of the internet. CDC shall not be liable to any Users for providing and making available such services and for failure or delay in the provision of SMS to Users and all Users, who use the IVR, internet access, SMS or any other value added services, shall be deemed to have indemnified CDC, its directors, officers and employees for the time being in office and hold them harmless from and against any losses, damages, costs and expenses incurred or suffered by them as a consequence of use of the IVR system, internet/web access, SMS or any other value added services.

All Users hereby warrant and agree that their access of the internet/web by the use of a User-ID and login is an advanced electronic signature and upon issuance of such User-ID to the user, they hereby waive any right to raise any objection to the compliance of the User-ID and login with the criteria of an advanced electronic signature.

All Users shall by signing this Form and by their conduct of accessing the IVR, internet/Web access, SMS or any other value added services agree to all the terms and conditions and terms of use as shall appear on the CDC website at [www.cdcaccess.com.pk](http://www.cdcaccess.com.pk) which shall be deemed to have been read and agreed to by the Users before signing this form.

Name of Applicant:	Date: Place:	Signature:
Name of Joint Applicant No 1:	Date: Place:	Signature:
Name of Joint Applicant No 2:	Date: Place:	Signature:
Name of Joint Applicant No 3:	Date: Place:	Signature:
<b>For and on behalf of</b> (In case if signed by the Attorney on behalf of the Applicant(s))		
I/we hereby agree to admit the Applicant(s) as the Sub-Account Holder(s) in terms of the above Terms and Conditions as amended from time to time and shall abide by the same in respect of opening, maintenance and operation of such Sub-Account.		
Name of Participant:	Date:	
Participant's Seal & Signature:		
Witnesses:		
1. Name:		
Signature:	CNIC No:	
2. Name:		
Signature:	CNIC No:	

## Enclosures:

1. Attested copy of CNIC / Passport of the Applicant(s) / Joint Applicant(s) / minor(s) (as the case may be)
2. Duly notarized Power of Attorney\* (if applicable)
3. Zakat Declaration of the Applicant and the Joint Applicant (if applicable)
4. Attested copy of NTN Certificate (if applicable)

\* Where the Applicant is a non-resident or foreign company/entity, duly notarized copy of Power of Attorney by the Consul General of Pakistan having jurisdiction over the Applicant(s) should be submitted.

Main Applicant

Joint Applicant 1

Joint Applicant 2

Joint Applicant 3

Participant

II. FOR THE USE OF PARTICIPANT ONLY			
Particulars of Sub-Account Opening Form verified by :			
		Stamp:	
Application:	<input type="checkbox"/> Approved <input type="checkbox"/> Rejected	Signature: (Authorized signatory)	Date:
Sub-Account No. Issued:			
Account opened by:			
Served by:		Posted by:	
Signature:	Date:	Signature:	Date:
Remarks: (if any)			

ACKNOWLEDGEMENT RECEIPT	
Application No:	Date of receipt:
<i>I/We hereby confirm and acknowledge the receipt of duly filled and signed Sub-Account Opening Form from the following Applicant:</i>	
[Insert Name of Applicant(s)]	Participant's Seal & Signature:
1.	
2.	
3.	
4.	

**ACCOUNT TITLE / NAME :** ( AS ON CNIC )

---

**ACCOUNT NO. / CLIENT I.D :**

---

**CDC ACCOUNT NO :**

---

**BRANCH :**

---

**BROKER :**

---



**Corporate Member:**

Karachi Stock Exchange Limited, & Pakistan Mercantile Exchange Limited.

**Registered Office**

Suite # 204, 205, 2nd Floor, Business & Finance Centre, Opp State Bank, U. Chundrigar Road, Karachi-Pakistan.  
PABX: (92-21) 32461468-70 Fax: (92-21) 32473951

**Stock Office**

Suite # 137, 3rd Floor, Stock Exchange Building, Karachi-Pakistan. Phone: (92-21) 32446651-54 Fax: (92-21) 32446655

**State Life Branch**

Ground Floor, State Life Building Peshawar Cantt, Peshawar-Pakistan. Phone: (92-91) 5254100 Fax: (92-91) 5254107

**Jasmine Arcade Branch**

Suite # 403, Jasmine Arcade Fhokr-e-Alam Road, Saddar Peshawar-Pakistan. Phone: (92-91) 5273029 Fax: (92-91) 5277156

**Mardan Branch**

Shop # 57 & 60 Cantonment Plaza, Mall Road, Mardan-Pakistan. Phone: (92-937) 861034 Fax: (92-937) 870053





Pearl Securities Limited

## SPECIMEN SIGNATURE CARD

\_\_\_\_\_ Branch

Account Number

Date \_\_\_\_\_

--	--	--	--	--	--	--	--	--	--

Title of Account \_\_\_\_\_ (Res): \_\_\_\_\_

Telephone No. (Off): \_\_\_\_\_ (Res): \_\_\_\_\_

Nature of Account : ☐ Single ☐ Joint ☐ Sole Proprietor/Partnership/Ltd Co.

Operating Instructions: ☐ Jointly ☐ Either or Survivor ☐ Any one of us: ☐ Others Please Specify

Name \_\_\_\_\_  
(In Block Letters)

Name \_\_\_\_\_  
(In Block Letters)

Name \_\_\_\_\_  
(In Block Letters)

Name \_\_\_\_\_  
(In Block Letters)

### FOR PSL USE ONLY

Signature(s) Admitted \_\_\_\_\_ Approved by \_\_\_\_\_ Signature(s) Scanned on \_\_\_\_\_